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UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J.LBR 9004-1

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In re:

Ann W. Chan aka Ann Wan Wah Chan aka Ann Chan

Debtor.

Chapter: 13

Case No.: 23-20416-CMG

Hearing Date: March 20, 2024

Order Filed on March 28, 2024

U.S. Bankruptcy Court

District of New Jersey

by Clerk

Judge Christine M. Gravelle

CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY

The relief set forth on the following pages is hereby **ORDERED**.

DATED: March 28, 2024

Honorable Christiné M. Gravelle United States Bankruptcy Judge Debtor: Ann W. Chan Case No.: 23-20416-CMG

Caption of Order: CONSENT ORDER RESOLVING MOTION TO VACATE

AUTOMATIC STAY

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay ("Motion") filed by Toyota Motor Credit Corporation as servicing agent for Toyota Lease Trust ("Creditor"), whereas the post-petition arrearage amount was \$1,720.00 as of March 19, 2024, and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

- 1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor's interest in the following property: **2022 Toyota Camry; VIN: 4T1C11BK3NU068772** ("Property") provided that the Debtor complies with the following:
 - a. Beginning on or before March 23, 2024 and continuing for six (6) consecutive months on or before the 23rd day of each subsequent month, the Debtor shall cure the post-petition arrearage, namely, \$1,720.00 by making five (5) monthly payments in the amount of \$285.00 each and one (1) monthly payment in the amount of \$295.00 directly to Creditor; and
 - b. The Debtor shall resume making the regular contractual monthly payments directly to the Creditor as each becomes due, **beginning with the March 23, 2024 payment** and continuing thereon per the terms of the underlying Contract.
- 2. All payments due hereunder shall be sent directly to the Creditor at the following address: Toyota Motor Credit Corporation P.O. Box 9490, Cedar Rapids, Iowa 52409-9490.
- 3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

- 4. If the Debtor fails cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) permitting Creditor to exercise any rights under the loan documents with respect to the Vehicle.
- 5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$250.00 and \$199.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

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